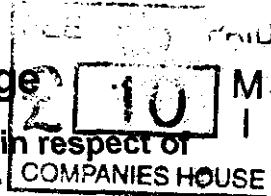


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CHFP004

Please do not  
write in  
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legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



03002120

Name of company

\* RIDGMONT CARE HOMES LIMITED

Date of creation of the charge

1 February 2002

Description of the instrument (if any) creating or evidencing the charge (note 2)

LEGAL MORTGAGE (the "Deed")

Amount secured by mortgage or charge

1. All monies, obligations and liabilities (actual or contingent) now or at any time or times hereafter due owing or incurred by the Company to the Bank under, or pursuant to, the Facility Agreement and other Finance Documents whether as principal or surety on any account whatsoever including any such monies, obligations or liabilities acquired by or assigned or transferred to (in each case whether legally or beneficially) the Bank and its successors in title and assigns and any person or entity deriving any estate, right or interest under or through it or them.

2.(a) All expenses (including legal and out of pocket expenses (on a full indemnity basis)) properly incurred by the Bank in connection with the granting of any waiver, approval, consent, confirmation or release under, or in respect of the Deed; and

(see continuation sheet no. 1, page 2)

Names and addresses of the mortgagees or persons entitled to the charge

Fortis Bank S.A./N.V. (the "Bank") being a limited liability banking company organised and existing under the laws of the Netherlands and Belgium acting through its London branch at Camomile Court, Camomile Street, London

Postcode

EC3A 7PP

Presentor's name address and  
reference (if any):

Davies Arnold Cooper  
6-8 Bouverie Street  
London EC4Y 8DD  
DX 172 London  
Ref: 427/32486.5/AH

Time critical reference

For official Use  
Mortgage Section

Post room

A31  
COMPANIES HOUSE0740  
08/02/02

Short particulars of all the property mortgaged or charged

By way of First Legal Mortgage the Mortgaged Property (as defined below), all licences from time to time held by the Company to enter upon or use land and/or enabling any building upon the Mortgaged Property to overhang or project into any space which is not in the ownership of the Company ("Charged Property")

Please note that the Company shall not, without the prior written consent of the Bank create, attempt to create, agree to create or permit to subsist any Security Interest on the whole or any part of the Charged Property except for any Permitted Security Interest.

For these purposes:

"Default Rate" means in relation to any sum due under the Deed but unpaid (an "unpaid sum") the relevant rate referred to in clause 9.8 of the Facility Agreement

"Facility Agreement" means the credit facility agreement dated 2 May 2001 and entered into by (1) Newincco 34 Limited as borrower (2) the Company as guarantor and

(See continuation sheet no. 1, page 4)

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed



Date 7 February 2002

On behalf of ~~company~~ [mortgagee/chargee]<sup>†</sup>

<sup>†</sup> delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ, DX: 33050 Cardiff

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number

03002120

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

RIDGMONT CARE HOMES LIMITED

Limited \*

\* delete if  
inappropriate

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

|  |
|--|
|  |
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binding margin

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

- (b) an amount equal to any stamp duties, search fees, registration fees and duties in connection with the Deed; and
- (c) all expenses (including legal and out of pocket expenses on a full indemnity basis) incurred by the Bank:
  - (i) in contemplation of, or otherwise in connection with, the enforcement of any rights or exercise of any powers under the Deed or in investigating any possible default;
  - (ii) all expenses relating to the appointment of the Receiver, delegate or sub-delegate under the Deed or the pursuit of any rights contained in the Deed or under, or in connection with, the Charged Property or any document referred to in the Deed (the "Expenses").

3. The Company shall pay interest ("Default Interest") on all sums covenanted to be paid or indemnified under the Deed from, in the case of any Expenses incurred by the Bank or the Receiver, the date they are incurred or, in the case of all other sums, from the date of demand, until payment (both before and after any judgment) at the Default Rate from time to time. Default Interest shall be payable upon such days as the Bank may from time to time determine and, in the event of its not being punctually paid, shall be compounded (both before and after any demand or judgment) on the expiry of such periods as the Bank may select in accordance with the usual practice of the Bank (having regard to the likely period of default) but without prejudice to the right of the Bank to require payment of Default Interest when due. Provided that the Bank shall not be entitled to charge Default Interest under both the Facility Agreement and the Deed.

Names, addresses and descriptions of the mortgagees or persons entitled to the charge  
(continued)

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legibly, preferably in  
black type or bold  
block lettering

(3) the Bank as lender (as amended by a facility amendment agreement dated 19 November 2001 and a separate facility amendment agreement dated 30 January 2002 as made between the same parties as those to the said credit facility agreement).

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

"Finance Documents" means the Facility Agreement, a debenture dated 2 May 2001 made between Ridgmont Holdings Limited (1) and the Bank (2), a debenture dated 2 May 2001 made between the Company (1) and the Bank (2), a legal charge dated 2 May 2001 of certain properties and created by the Company in favour of the Bank, a share charge dated 2 May 2001 over the issued shares of the Company and a guarantee dated 2 May 2001 of the Company of the indebtedness of Ridgmont Holdings Limited to the Bank and a legal mortgage dated 19 November 2001 of Abbey Place Nursing Home, 90 Abbey Road, Fartown, Huddersfield and all other agreements or documents from time to time entered into by any person to indemnify the Bank against any act or omission of either the Company or Ridgmont Holdings Limited (each such person being hereinafter referred to as an "Obligor") to guarantee the obligations of any Obligor or otherwise to grant in favour of the Bank any security interest to secure any such guarantee, indemnity or the obligations of any Obligor.

*Please note that a reference to Facility Agreement and to any of the above documents is a reference to the same as amended, replaced, supplemented or novated from time to time.*

"Mortgaged Property" means the following property (together with any buildings and/or structures from time to time thereon) :-

the freehold property known as Murley House, Wyvern Road, Taunton, Somerset and more particularly comprised within title number SY140826 at H M Land Registry.

"Permitted Security Interest" means any Security Interest permitted by the Facility Agreement.

"Receiver" means a receiver or receiver and manager appointed pursuant to the provisions of the Deed or the Law of Property Act 1925 whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time.

"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, hypothecation, hypothec, security interest, contractual arrangement or assignment or any other agreement or arrangement having the effect of conferring security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever, howsoever created or arising.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03002120

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 1st FEBRUARY 2002 AND CREATED BY RIDGMONT CARE HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK S.A./N.V. ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th FEBRUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —